UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

KISS NAIL PRODUCTS, INC., (d/b/a Kiss Products, Inc.) Plaintiff, v. RORAJ TRADE, LLC and PARLUX FRAGRANCES, LLC Defendants.	Civil Action No.: 17-cv-1291 **JURY TRIAL DEMANDED**

COMPLAINT FOR TRADEMARK INFRINGEMENT AND UNFAIR COMPETITION

Plaintiff, Kiss Nail Products, Inc. ("Plaintiff" or "Kiss"), seeks injunctive and monetary relief from Defendants Roraj Trade, LLC ("Roraj") and Parlux Fragrances, LLC ("Parlux") (collectively, "Defendants") for trademark infringement and unfair competition with regard to Plaintiff's distinctive and federally registered trademark KISS. As alleged more fully below, Defendants have violated, and continue to violate, the Lanham Act, 15 U.S.C. §§ 1051 *et seq.*, and New York common law through their unauthorized use of Plaintiff's trademark.

Plaintiff allege the following claims against Defendants:

NATURE OF THE DISPUTE

1. This is an action to combat Defendants' federal trademark infringement and unfair competition in violation of Sections 32 and 43(a) of the Lanham Act, 15 U.S.C. §§ 1114 and 1125(a), and trademark infringement and unfair competition in violation of the common law of the State of New York.

2. For more than 25 years, Kiss has marketed and sold cosmetics, nail care, and other beauty products under the distinctive trademark KISS. Kiss was one of the first businesses

to sell professional-quality nail care products directly to consumers and has grown to become one of the world's largest manufacturers and distributors of salon and professional quality beauty products.

3. Notwithstanding Kiss's longstanding use and prior rights to the KISS mark in the beauty and cosmetics industry, Defendants recently released and began to sell a perfume under the identical "KISS" mark (the "Infringing Kiss Fragrance").

4. Defendants' use of the KISS mark infringes Kiss's rights to the KISS mark and is likely to cause confusion as to affiliation, connection, or association, of Defendants and the Infringing Kiss Fragrance with Kiss, or as to the origin, sponsorship, or approval of Defendants' Infringing Kiss Fragrance by Kiss.

5. As a direct and proximate result of Defendants' unlawful manufacture, promotion, advertising, distribution, offering for sale and/or sale of infringing perfume products using the KISS trademark, Kiss is irreparably harmed. Kiss seeks a permanent injunction and monetary relief, as well as attorneys' fees and costs for Defendants' willful infringement as an exceptional case.

THE PARTIES

6. Plaintiff Kiss Nail Products, Inc. is a New York corporation with its principal place of business at 57 Seaview Blvd., Port Washington, New York 11050. Plaintiff is also registered to do business under the trade name "Kiss Products, Inc."

7. Upon information and belief, Defendant Roraj Trade, LLC is a New York corporation registered for process with the New York Department of State at an address of 599 Lexington Avenue, 22nd Fl., New York, NY 10022.

8. Upon information and belief, Defendant Parlux Fragrances, LLC is a Delaware corporation with a principal place of business at 35 Sawgrass Dr., Suite 2, Bellport, New York,

11713. Parlux Fragrances, LLC is registered as a foreign limited liability company with the New York Secretary of State and is registered for process with the New York Department of State at an address of 35 Sawgrass Dr., Suite 2, Bellport, New York, 11713. Upon information and belief, Parlux Fragrances, LLC also conducts business in this judicial district at 630 3rd Avenue, Suite 602, New York, NY 10017.

JURISDICTION AND VENUE

9. This is a civil action arising from Defendants' purposeful and willful copying of Kiss's valuable KISS trademark on closely related products in the beauty industry. The claims alleged in this Complaint arise under the Lanham Act, 15 U.S.C. § 1051, *et seq.* and New York common law.

10. Kiss's KISS brand of cosmetics, nail care, and related beauty products are sold online and in retail stores across the United States, including within this judicial district. Kiss has sustained the damages complained of herein in this judicial district.

11. Upon information and belief, Defendant Roraj manages and owns intellectual property associated with the popular singer Robyn Rihanna Fenty d/b/a Rihanna, including the right to use the singer's name, likeness, and related trademarks for her fragrance collections and the Infringing Kiss Fragrance.

12. Upon information and belief, Defendant Parlux is a manufacturer and distributor of fragrance and beauty-related products and has partnered with Defendant Roraj to manufacture and distribute the Infringing Kiss Fragrance. Upon information and belief, Parlux transacts regular and continuous business in New York and this judicial district.

13. Defendants' Infringing Kiss Fragrance has been offered for sale and sold to New York residents and in this judicial district. Defendants have distributed the Infringing Kiss

Fragrance to retailers that offer the product for sale nationally via an interactive website, including to New York residents, and New York residents can also view the Infringing Kiss Fragrance through Rihanna's official website, www.rihannanow.com, and can submit orders to purchase the Infringing Kiss Fragrance through that website's link to www.macys.com and have the Infringing Kiss Fragrance shipped to New York.

14. This Court has original subject matter jurisdiction over this action pursuant to 15 U.S.C. § 1121 and 28 U.S.C. §§ 1331 and 1338(a), and has supplemental jurisdiction pursuant to 28 U.S.C. § 1367(a) over claims under New York law because such claims are so related to the federal claims that they form part of the same case or controversy and derive from a common nucleus of operative facts.

15. This Court has personal jurisdiction over Defendant Roraj because it resides in this jurisdiction by virtue of its incorporation in the state of New York and its address for process in this judicial district, by virtue of its commission of tortious acts within this judicial district, and its transaction of business within the state of New York and this judicial district. Upon information and belief, Defendant Roraj purposefully directs its business activities toward consumers in the State of New York, including within this judicial district; derives a commercial benefit from its contacts within the State of New York; and is causing injury to Kiss within the State of New York.

16. This Court has personal jurisdiction over Defendant Parlux because it resides in this jurisdiction by virtue of its principal place of business being located in New York and its operation of an office in this judicial district, because it regularly transacts business within the state of New York and this judicial district, and because its Infringing Kiss Fragrance is sold online and to customers in this judicial district and elsewhere in the United States. Upon

information and belief, Defendant Parlux purposefully directs its business activities toward consumers in the State of New York, including within this judicial district; derives a commercial benefit from its contacts within the State of New York; and is causing injury to Kiss within the State of New York.

17. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b) because a substantial part of the events giving rise to Kiss's claims occurred in this judicial district due to at least the fact that Defendants have promoted their goods bearing the infringing mark through an interactive website that sells goods to consumers in this judicial district.

FACTUAL BACKGROUND

A. Kiss's Longstanding and Prior Use of the KISS Marks

18. Since it was established in 1989, Kiss has been a major player in the beauty supply market. Today, Kiss is the largest manufacturer and distributor of professional quality nail products in the world. As its products became more and more popular, Kiss expanded its distribution from individual beauty supply stores to the mass-market arena. Kiss was the first company to bring quality, professional nail care directly to consumers through the mass market. Today, the Kiss line of products has expanded to include many different types of nail care, false eyelashes, cosmetics, hair appliances, and other beauty products. Kiss's beauty and cosmetic products were designed to allow individual consumers to "Bring the Salon Home" and achieve salon quality results without the cost and hassle of visiting a salon.

19. Kiss brands are available in over 90 countries, but the United States is its largest market. Kiss's products are widely available for purchase online and at most nationwide retailers, including Wal-Mart, Walgreen's, CVS, Rite Aid, Duane Reade, and Target.

20. Kiss has used the unique and distinctive mark KISS to identify its products for more than 27 years—long prior to Defendants' release of the Infringing Kiss Perfume.

21. Kiss currently sells a variety of beauty and cosmetics products in International Class 3 under the KISS Mark, including cosmetics, makeup, nail products, and false eyelashes, as well as nail tools, hair treatments and electronic hair tools. Kiss's KISS branded products are widely distributed and available in all leading channels of trade for beauty products, including online and in retail and wholesale stores.

22. Kiss is the current market leader for adhesive nail products and also holds a strong market share for false eyelashes. More than ten years ago, Kiss expanded to selling electronic hair tools and a wide range of cosmetics and makeup.

23. Kiss previously offered a fragrance under the KISS brand in 2009.

24. Kiss is the owner of multiple U.S. trademark registrations for the mark KISS in Class 3 for cosmetics and nail care products. Kiss's use of the KISS mark on goods in Class 3 dates back to 1989. Specifically, Kiss is the owner of the following federal registrations for the KISS mark:

Reg. No.	Mark	Goods & Services	First Use in Commerce	Reg. Date
2,616,120	KISS	Blush, eye makeup, eye shadows, foundation, makeup, * colored * lipstick, glue remover for use with artificial fingernails; nail treatments, namely, nail strengtheners, nail polish sealers, and nail polish protector; cuticle oil, cuticle removers, nail polish top coat and nail polish base coat; nail polish kits containing polish for nails and/or paints for nail decoration and design; adhesive strengtheners that adhere artificial nails to the natural nail, adhere silk and fiber glass wraps to natural and artificial nails, adhere acrylic overlays and gel overlays, polish, fingernail art, namely, sticker design, glitter, rhinestones, paint or polish, or any printed matter that can be adhered to the nail to beautify the natural or artificial nail; acrylic fingernail sculpturing kits containing acrylic powders in various colors, acrylic liquid, primers, artificial	15-JULY-1989	10-SEPT-2002

		nail forms, adhesive, nail files, acrylic sculpting brush, sanding block and dish to hold acrylic components; decals for use in decorating fingernails; nail art, namely, water decals, sticker design, glitter, rhinestones, paint or polish, or any printed matter that can be adhered to the nail which decorates and beautifies the nail; cuticle removing preparations.		
1,759,380	KISS	Nail care products; namely, artificial fingernails and adhesive for attaching artificial fingernails.	15-JULY-1989	23-MAR-1993
5,100,641	KISS	Nail care preparations; artificial fingernails; artificial toe nails; adhesives for artificial nails; artificial fingernail kits comprising artificial fingernails; artificial toenail kits comprising artificial toenails; acrylic fingernail sculpturing kits containing acrylic powders and acrylic liquids; nail polish; nail hardeners and strengtheners; fingernail embellishments; nail art in the nature of stickers, paints, stones and designs; artificial nail remover; glue remover for use with artificial fingernails and toe nails; cuticle removing preparations; cuticle oil; emery boards; false eyelashes; adhesives for false eyelashes; color cosmetics; color make-up; hair chemicals, namely, hair colorants.	15-FEB-2016	13-DEC-2016
2,248,495	KISS	Nail abrasives in the nature of files, toenail abrasives in the nature of pedicure files, fingernail implements in the nature of nail cutters and manually operated nail drills. Fingernail sculpturing and design brushes.	15-JULY-1989	1-JUNE-1999
4,136,069	KISS	Hair dryers.	28-FEB-2012	17-AUG-2010
4,075,409	KISS	Electric hair curling irons and electric flat irons.	18-JULY-2011	17-AUG-2010

25. True and correct copies of the foregoing registrations (collectively, the "KISS Mark") are attached as **Exhibit A**.

26. Kiss's Registration Nos. 2,616,120 and 2,248,495 are incontestable pursuant to 15 U.S.C. § 1065.

27. Kiss also owns common law rights to the KISS Mark, as well as various additional registrations for marks incorporating the word KISS.

28. Prior to the acts of Defendants complained of herein, hundreds of millions of dollars of products under the KISS Mark were sold at retail annually for each of the past 15 years throughout the United States.

29. Kiss has also devoted millions of dollars to promoting and advertising, in all offline, online, and digital media, the KISS brand and products bearing the KISS Mark. As a result, the KISS Mark has become synonymous with Kiss's high quality beauty and cosmetics products.

30. Kiss's products have also received considerable third party recognition and publicity. Kiss's nail products, for instance, have been worn and displayed at New York Fashion Week runway shows for top fashion designers such as Naeem Khan, Christian Siriano, Erin Fetherston, Bibhu Mohaptra, and Carmen Marc Valvo and have been worn on the red carpet by well-known celebrities such as Ashley Graham, Nicole Scherzinger, Cheryl Burke, Min Na Wen, Leona Lewis, Sharon Osborne, and Jenna Dewan Tatum.

31. In addition, Kiss's products sold under the KISS Mark have been featured in national publications such as *In Touch Weekly*, *People Style Watch*, *Essence*, *Seventeen*, *Real Simple*, *New York Magazine*, *Girls Life*, *O, The Oprah Magazine*, and *US Weekly*.

32. As a result of Kiss's longstanding use and extensive promotion of the distinctive KISS Mark in this judicial district and elsewhere, the KISS Mark is recognized by the consuming public and in the trade as indicating an origin from Kiss. Kiss has built up considerable goodwill and consumer brand loyalty in the KISS Mark through its longstanding use and publicity of the KISS Mark.

B. Defendants' Infringement of Plaintiff's KISS Mark

33. On January 5, 2017 Defendants, announced the launch of a fragrance called "KISS" in the bottle shown below. A true and correct copy of the press release for the Infringing Kiss Fragrance is attached hereto as **Exhibit B.**

kiss
by Rihanna

34. The packaging for Defendants' Infringing Kiss Fragrance, as shown in the below images of a sample product purchased by Kiss and a gift set for sale at www.stage.com, prominently features the word "KISS" as the name of the fragrance.

kiss by Rihanna
EAU DE PARFUM SPRAY
VAPORISATEUR
3.4 FL. OZ. 100 mL ℮

kiss
by Rihanna
kiss
by Rihanna
kiss
by Rihanna
kiss
by Rihanna

35. The Infringing Kiss Fragrance has been promoted using the hashtag "#kiss" on Rihanna's official website, www.rihannanow.com. True and correct copies of online screenshots from www.rihannanow.com printed on January 24, 2017 are attached as **Exhibit C**.

36. Rihanna has also promoted the Infringing Kiss Fragrance using the hashtag "#kiss" on her personal Instagram, @badgalriri. True and correct copies of online screenshots from Rihanna's @badgalriri Instagram account printed on January 31, 2017 are attached as **Exhibit D.**

37. Kiss notified Defendants of their infringement on January 26, 2017, but upon information and belief, Defendants have not stopped selling or offering for sale the Infringing Kiss Fragrance, and it is still available for sale as of the date of this filing.

38. Defendants have without authorization deliberately and willfully infringed Kiss's KISS Mark by manufacturing, distributing, selling, marketing, and/or promoting the Infringing Kiss Fragrance, and continue to do so.

39. Defendants' use and promotion of the identical KISS mark on fragrance products that are closely related to Kiss's beauty, nail care, and cosmetics products is likely to cause

consumers to believe that the Infringing Kiss Fragrance originates from and/or is affiliated or associated with Kiss.

40. Upon information and belief, Defendants' products are sold in the same or similar retail stores and channels as Kiss products bearing the KISS Mark. For example, both Defendants and Kiss currently sell their products online and at stores such as Walgreens, Duane Reade, Target, and CVS.

41. Upon information and belief, Defendants' Infringing Kiss Fragrance and Kiss's products bearing the KISS Mark are sold to the same or similar purchasers.

42. Defendants' promotion, distribution, and sale of such products have been without authorization by Kiss, and in a manner intended to confuse consumers.

43. Upon information and belief, Defendants have acted willfully, with the intent of trading on the goodwill and reputation of Kiss, and with full knowledge of, and in conscious disregard of, Kiss's rights.

44. Kiss has been damaged, and will continue to be damaged, by Defendants' unauthorized use of the KISS Mark, in the manner described above. Unless the current acts of infringement and unfair competition are restrained by this Court, Kiss will continue to suffer substantial damages as a result of Defendants' infringing activities and both Kiss and the public will continue to suffer irreparable injury for which there is no adequate remedy at law.

45. The injuries and damages sustained by Kiss have been directly and proximately caused by Defendants' wrongful manufacture, distribution, sale, marketing and/or promotion of infringing products bearing the KISS Mark.

FIRST CLAIM FOR RELIEF
Federal Trademark Infringement
(Lanham Act § 32, 15 U.S.C. § 1114)

46. Kiss hereby incorporates by reference and realleges each and every allegation of paragraphs 1 – 45 above.

47. Kiss's KISS Mark is federally registered. Kiss's KISS Mark is distinctive and is associated by consumers with Kiss.

48. Kiss's use of the registered KISS Mark predates any alleged use by Defendants.

49. Defendants, without authorization from Kiss, have used and are continuing to use the infringing mark KISS in interstate commerce.

50. Defendants' use of the confusingly similar KISS mark infringes Kiss's KISS Mark in violation of the Lanham Act § 32, 15 U.S.C. § 1114.

51. Defendants' use of the confusingly similar mark KISS on the Infringing Kiss Fragrance, including the marketing, promotion, sale, and distribution of the Infringing Kiss Fragrance in interstate commerce, is likely to cause confusion, or to cause mistake, or to deceive as to affiliation, connection, or association of Defendants with Kiss, or as to the origin, sponsorship, or approval of Defendants' goods, services, or commercial activities by Kiss.

52. Defendants' use of the confusingly similar mark KISS on the Infringing Kiss Fragrance, including the marketing, promotion, sale, and distribution of the Infringing Kiss Fragrance in interstate commerce, is also likely to cause confusion, or to cause mistake, or to deceive as to affiliation, connection, or association of Kiss with Defendants or as to the origin, sponsorship, or approval of Kiss's goods, services, or commercial activities by Defendants.

53. Upon information and belief, Defendants have acted with knowledge of Kiss's ownership of the KISS Mark and with deliberate intention or reckless disregard to unfairly benefit from Kiss's goodwill in the KISS Mark, and to deceive and mislead the public.

54. Through their unauthorized infringements of the KISS Mark, Defendants are unfairly benefiting from Kiss's advertising and promotion of the KISS Mark. This has resulted in substantial and irreparable injury to the public, Kiss, its trademarks, its business reputation, and its goodwill.

55. Defendants' actions have caused, and will continue to cause, irreparable harm to Kiss and will continue to so damage Kiss unless permanently enjoined.

56. Defendants are profiting and will continue to profit from its unlawful actions. Defendants actions are causing and will cause Kiss monetary damage in amounts presently unknown but to be determined at trial.

SECOND CLAIM FOR RELIEF
Federal Unfair Competition and False Designation of Origin
(Lanham Act § 43(a), 15 U.S.C. § 1125(a)

57. Kiss hereby incorporates by reference and realleges each and every allegation of paragraphs 1 – 56 above.

58. Kiss is the owner of rights to the distinctive KISS Mark.

59. Kiss's use of the KISS Mark predates any alleged use by Defendants.

60. Defendants' use of the confusingly similar mark KISS on the Infringing Kiss Fragrance, including the marketing, promotion, sale, and distribution of the Infringing Kiss Fragrance in interstate commerce, is likely to cause confusion, or to cause mistake, or to deceive as to affiliation, connection, or association of Defendants with Kiss, or as to the origin, sponsorship, or approval of Defendants' goods, services, or commercial activities by Kiss.

61. Defendants' use of the confusingly similar mark KISS on the Infringing Kiss Fragrance, including the marketing, promotion, sale, and distribution of the Infringing Kiss Fragrance in interstate commerce, is also likely to cause confusion, or to cause mistake, or to

deceive as to affiliation, connection, or association of Kiss with Defendants or as to the origin, sponsorship, or approval of Kiss's goods, services, or commercial activities by Defendants.

62. Defendants' acts complained of herein constitute unfair competition and false designation of origin in violation of the Lanham Act § 43(a), 15 U.S.C. § 1125(a).

63. Upon information and belief, Defendants have acted with knowledge of Kiss's ownership of the KISS Mark and with deliberate intention or reckless disregard to unfairly benefit from Kiss's goodwill in the KISS Mark, and to deceive and mislead the public.

64. Through their unauthorized infringements of the KISS Mark, Defendants are unfairly benefiting from Kiss's advertising and promotion of the KISS Mark. This has resulted in substantial and irreparable injury to the public, Kiss, its trademarks, its business reputation and goodwill.

65. Defendants' actions have caused, and will continue to cause, irreparable harm to Kiss and will continue to so damage Kiss unless permanently enjoined.

66. Defendants are profiting and will continue to profit from its unlawful actions. Defendants' actions are causing and will cause Kiss monetary damage in amounts presently unknown but to be determined at trial.

THIRD CLAIM FOR RELIEF
Trademark Infringement Under Common Law

67. Kiss hereby incorporates by reference and realleges each and every allegation of paragraphs 1 – 66 above.

68. By the acts described above, Defendants have engaged in trademark infringement in violation of the common law of the State of New York.

69. Defendants' acts have caused, and will continue to cause, irreparable injury to Kiss. Kiss has no adequate remedy at law and is thus damaged in an amount not yet determined.

FOURTH CLAIM FOR RELIEF
Unfair Competition Under Common Law

70. Kiss hereby incorporates by reference and realleges each and every allegation of paragraphs 1 – 69 above.

71. By the acts described above, Defendants have intentionally engaged in unfair competition in violation of the common law of the State of New York.

72. Defendants' acts have caused, and will continue to cause, irreparable injury to Kiss. Kiss has no adequate remedy at law and is thus damaged in an amount not yet determined.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff requests that the Court enter judgment:

(a) In favor of Plaintiff and against Defendants on all of Plaintiff's claims;

(b) Preliminarily and permanently enjoining and restraining Defendants, their officers, agents, subsidiaries, servants, partners, employees, attorneys, assigns and affiliates, and all others in active concert or participation with it:

> (i) from manufacturing, distributing, offering for sale, selling, advertising and/or promoting in the United States any fragrance, cosmetics, or personal care products under the trade name "KISS" or any other mark that is confusingly similar to Plaintiff's Kiss Mark;
>
> (ii) from using any other mark calculated or likely to cause confusion or mistake in the mind of the trade or public or to deceive the trade or public into believing that Defendants' business and products are in any way associated or affiliated with or related to Plaintiff's KISS Mark or Kiss's products;
>
> (iii) further infringing Plaintiff's KISS Mark and damaging Plaintiff's goodwill;
>
> (iv) otherwise unfairly competing with Plaintiff in any manner;
>
> (v) using any simulation, reproduction, counterfeit, copy or colorable imitation of Plaintiff's KISS Mark in connection with the publicity, promotion, sale or advertising of products manufactured, received, acquired, imported, shipped, purchased, sold, offered for sale or distributed by Defendants bearing a copy or colorable imitation of any of Plaintiff's KISS Mark;

(vi) destroying any records documenting the promotion, marketing, manufacture, distribution, sale or receipt of the Infringing Kiss Fragrance; and

(vii) assisting, aiding or abetting any other person or business entity in engaging in or performing any of the activities referred to in subparagraphs (i) through (vi), above.

(c) Requiring Defendants to deliver up for destruction, or show proof of destruction, any and all products, labels, signs, prints, packaging, wrappers, receptacles and advertising or promotional materials, including any screens, films, software, files, and any other items tangible or intangible used to produce such materials in their possession or within their custody or control for the Infringing Kiss Fragrance and/or that bear Plaintiff's KISS Mark, or any simulation, reproduction, counterfeit, copy or colorable imitation thereof, or any false designation of origin or false representation, or designation similar to Plaintiff's KISS Mark or that incorporates the Plaintiff's KISS Mark;

(d) Requiring Defendants, in accordance with Section 34(a) of the United States Trademark Act, 15 U.S.C. § 1116(a), to file with the Court, and serve upon Plaintiff, within thirty (30) days after the entry and service on Defendants of each injunction, a report in writing, under oath, setting forth in detail the manner and form in which Defendants have complied with the terms of any injunction entered by this Court;

(e) Plaintiff recover all damages sustained as a result of Defendants' activities and that said damages be trebled;

(f) Requiring Defendants to account for and pay over to Kiss all Defendants' past profits, together with all profits resulting from sales by Defendants of the Infringing Kiss Fragrance and any products relating to the aforesaid infringement and unfair competition, and all past damages sustained by Kiss;

(g) Increasing the amount of damages and/or profits awarded Kiss appropriate pursuant to 15 U.S.C. § 1117(a);

(h) Awarding Kiss reasonable attorney's fees, costs, and expenses pursuant to 35 U.S.C. § 285, 15 U.S.C. § 1117(a) and/or any other applicable law;

(i) Awarding Kiss punitive damages and its costs of this action, together with pre- and post-judgment interest as provided by law;

(j) Awarding Kiss pre- and post-judgment interest as provided by law; and

(k) Awarding Kiss such other relief as the Court may deem just and proper.

DEMAND FOR JURY TRIAL

Kiss demands a trial by jury for all issues so triable as a matter of right.

Dated: February 21, 2017

Respectfully submitted,

By: /s/ Joon R. Yoon
Joon R. Yoon
Jones Day
250 Vesey Street
New York, New York 10281-1047
Tel: (212) 326-3939
Fax: (212) 755-7306
Email: jyoon@jonesday.com

Tracy A. Stitt
(to be admitted *pro hac vice*)
Elizabeth A. McKenzie
Jones Day
51 Louisiana Avenue, N.W.
Washington, DC 20001
Tel: (202) 879-3939
Fax: (202) 626-1700
tastitt@jonesday.com
emckenzie@jonesday.com

Attorneys for Plaintiff